

West Burlington

CWA (Mixed)

7/1/2005 6/30/2010

**PROPOSED AGREEMENT
BETWEEN
CITY OF WEST BURLINGTON, IOWA
AND
COMMUNICATIONS WORKERS OF AMERICA
representing employees of the West Burlington
Public Works Department and Office Personnel**

July 1, 2005 through June 30, 2010

PREAMBLE

This Agreement is made and entered into the 10th day of March, 2005 by and between the City of West Burlington, Iowa, and Communications Workers of America, as the exclusive representative organization for the employees specifically referred to Article I.

ARTICLE I

RECOGNITION

The Employer, City of West Burlington, Iowa, recognizes the Union, Communications Workers of America, as the sole and exclusive bargaining agent for all personnel as set forth in PERB Certification Instrument, Case No. 3907.

INCLUDED: Street Maintenance Operator, Water Plant Operator, Wastewater Plant Operator, Wastewater Treatment Coordinator, Maintenance Coordinator, Accounting Clerk and Secretary/Clerical personnel.

EXCLUDED: All employees excluded under the Public Employment Relations Act.

ARTICLE II

DEFINITIONS

Section 2.1 Act. The term "act" as used in this Agreement shall mean the Iowa Public Employment Relations Act, as amended from time to time.

Section 2.2 City. The term "City" shall mean the City of West Burlington, County of Des Moines, State of Iowa.

Section 2.3 **Employee-Limitation.** Except where the context clearly indicates otherwise the word “employee” when used in this Agreement shall be limited to mean “regular employee” and to the extent applicable “probationary” employee.

Section 2.4 **Employer.** As used in the Agreement the term “Employer” shall mean the City of West Burlington, Iowa or designated representative.

Section 2.5 **Probationary Employee.** All new employees shall be considered probationary employees until they have completed a probationary period of twelve (12) months of work. Time absent from duty or not served for any reason shall not apply toward satisfaction of the probationary period. During an employee’s probationary period, the employee may be suspended, laid off or terminated without cause at the sole discretion of the City.

Section 2.6 **Regular Full-time Employee.** A “regular full-time employee” is an employee who has completed his probationary period and works more than thirty (30) hours per week.

Section 2.7 **Regular Part-time Employee.** The term “regular part-time employee” as used in this Agreement shall mean a person employed who has completed his probationary period and who works not more than thirty (30) hours and not less than twenty (20) hours per week, but shall not mean a person who is employed from time to time on an “as needed” or “casual” basis without a regular work schedule.

Section 2.8 **Temporary Employee.** The term “temporary employee” as used in this Agreement shall mean a person who is employed for a period of four (4) consecutive months (120 consecutive calendar days) or less.

Section 2.9 **Union.** The term “Union” as used in this Agreement shall mean the Communications Workers of America.

ARTICLE III

CLOTHING ALLOWANCE

All uniforms, protective clothing, safety equipment and protective devices which are required by the employer to be worn or used shall be provided by the employer at no cost to the employee. The City will provide such clothing annually, as needed, up to the maximum as shown in Appendix A.

ARTICLE IV

SICK LEAVE

Section 4.1 Purpose. Sick leave with pay is provided in recognition that employees do contract various illnesses from time to time and that their financial resources may be diminished in such instances if pay is discontinued, and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. Sick employees are expected to remain at home unless hospitalized or acting pursuant to reasonable instructions for care.

Section 4.2 Allowance. Any employee contracting or incurring any non-work related sickness or disability and is unable to work shall receive sick leave with pay as set forth in this Article. Sick leave with pay may be taken for work-related sickness or disability incurred in connection with employment with the City provided the employee turns over to the City all workers' compensation benefits received by the employee for the period when sick leave was taken. Any employee who incurs any work-related sickness or disability while performing compensated service outside of his employment with the City shall not be entitled to use of sick leave with pay from the City. Employees shall not use sick leave for non-emergency, routine dental visits and shall endeavor to schedule non-emergency physician visits outside of their scheduled workday.

Section 4.3 Notification. In the case of illness or injury, the employee will notify his immediate supervisor as to the nature of such illness or injury and expected duration. The employee and supervisor will maintain communication as required to be kept informed until the employee returns to work. The supervisor will inform the City Clerk's Office of these absences for recording in the employee's records.

Section 4.4 Sick Leave Utilization. Minor illness leave: Allotted ten (10) days at employment and every year thereafter. Unused leave may be transferred to the major illness bank at year's end. Major illness leave: Allotted thirty (30) days at employment, sixty (60) days after one year, and ninety (90) days after two (2) years and every year thereafter with a maximum accumulation of one hundred twenty (120) days from transfer-in of unused minor days.

Provision of sick leave will be on a fiscal year basis. Employees hired on the first half of the fiscal year (July 1 through December 31) will receive the full initial allotment of sick leave days, while those employees hired in the second half (January 1 through June 30) will receive a proration of the initial allotment and on the succeeding July 1 will receive the initial allotment in full as specified above.

Section 4.5 Definition of Major Illness. A major illness is defined as a serious illness or injury requiring a physician's diagnosis and treatment, which includes either hospitalization or home convalescence and may include prescribed medication, and is of such seriousness it

prevents the employee from performing the normal duties of his/her position for an extended period of time - - - generally five days or more. An illness or injury not fitting this definition shall be considered a minor illness.

Section 4.6 **Medical Examination.** The City may, at its discretion, require an employee to submit a physician's verification of illness. Such verification shall normally be required if an employee used more than two (2) consecutive days of sick leave.

The City may also require a physician's verification that the employee is well enough to return to work. The City may, at its option, require an employee to submit to an examination by a physician or other medical professional chosen by the City; if the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance.

Section 4.7 **Abuse of Sick Leave.** Abuse of sick leave is a serious matter. The Union shall join the City in making an effort to correct the abuse of sick leave wherever and whenever it may occur, to the extent possible.

Section 4.8 **No Buy-back.** No employee is entitled to compensation for sick leave time. At termination of employment, for whatever reason, the sick leave policy will also terminate.

Section 4.9 **Personal Days.** Provided an employee has an accumulated balance of minor illness leave, an employee may use up to five (5) days of sick leave per fiscal year from his sick leave bank for personal days, one (1) day of which may be split and taken in four (4) hour increments. Personal Days may be used in conjunction with vacation days. Requests for such leave must be submitted on a form supplied by the City at least three (3) days prior to first day of leave. Emergency requests made on shorter notice can only be approved by the City Administrator. Unused personal days may not be carried over from year to year.

ARTICLE V

SPECIAL LEAVES

Section 5.1 **Funeral Leave: Death in the Immediate Family.** Up to three (3) days leave of absence with full pay will be granted to an employee in case of death in the immediate family. The immediate family shall be interpreted as husband, wife, son, daughter, father, step-father, mother, step-mother, brother, sister, grandfather, grandmother, grandchild and comparable relatives of the spouse. The purpose of this leave is to facilitate with the employee's participation in those activities normally associated with the loss of a relative by death. This leave may commence the day of death, but will not be allowed or used as an extension of any employee's off duty days. When the funeral is scheduled for the employee's off duty day, said leave will be granted for the day following the day of the funeral.

One (1) day leave of absence with pay will be granted to an employee in case of death of an aunt or uncle so that he may attend the funeral.

Section 5.2 **Funeral Leave: Death of a Close Friend.** The Department Head in his discretion may allow an employee the necessary time off with or without pay to attend the funeral of members of the family not defined above under Section 5.1 or of a close family friend.

Section 5.3 **Temporary Leave of Absence.** A temporary leave of absence up to three (3) days with or without pay may be granted by the Department Head.

Section 5.4 **Long Term Leave of Absence.** A long-term leave of absence without pay in excess of three (3) days may be authorized at any time at the discretion of the City Council of the City of West Burlington, Iowa.

Section 5.5 **Absence Without Leave.** If any employee is absent from duty without proper authorization for part or all of a workday or work shift, such absence shall be grounds for disciplinary action or discharge. Absence without leave for a period of two (2) workdays or work shifts shall be considered proper cause for automatic termination of employment.

Section 5.6 **Voting Leave.** Any employee required to work for all the hours during which the polls are open on an election day shall be given sufficient time off with pay to vote.

Section 5.7 **Military Leave.** Any employee who is a member of the National Guard or Military Reserve organization and is required to attend summer camp or other authorized activity which requires that the employee be away from his regular duties for a specified length of time not to exceed one (1) month, shall be granted this time off, with no charge against either vacation or sick leave, but without pay except as hereinafter provided. When the employee returns from National Guard or Military Reserve activities, he shall present his pay voucher showing the amount of base salary he received for Military Duty to the City Clerk and the Clerk shall issue a payroll warrant in the amount necessary to bring the employee's salary for the period involved up to his regular base pay for the payroll period during which he was on duty in said Military activity.

Section 5.8 **Jury Duty.** The City agrees to pay all employees called to serve on any jury the difference in wages between jury pay and their regular earnings due to examination, selection or actual service on a jury. This shall be construed to mean pay for the regular working hours of the employee selected for such jury duty. If the employee is discharged from the jury before the workday ends, he must report immediately to the City for work.

Section 5.9 **Capacity Upon Return.** Upon termination of any of the foregoing leaves of absence the employee shall return to work in the same step or capacity as when he left provided that during such period no employee has earned sick, vacation, or other leave.

Section 5.10 **Date of Termination.** In the event an employee fails to return to work at the end of any such leave, he shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 5.11 **Union Leave** A temporary leave of absence without pay may be granted by the Chief for the purpose of Union negotiations.

ARTICLE VI

HOURS OF WORK

Section 6.1 **Application of Article.** Nothing in this Agreement shall be construed as a guarantee of hours of work per shift, per week, per work cycle, or any other period.

Section 6.2 **Normal Work Cycle and Work Week.** The current work cycle for employees shall be based on a workweek from Friday midnight through Friday midnight of five (5), eight (8) hour days of work.

Section 6.3 **Normal Workday for Office Personnel.** The normal workday for City Hall employees shall be nine (9) hours, including an unpaid, off-duty one (1) hour lunch break which will normally be scheduled by the Department Head. Normal working hours will be 8:15 a.m. until 5:15 p.m., Monday through Friday.

Section 6.4 **Normal Workday for Public Works Personnel.** The normal workday for regular full-time Public Works employees shall be eight and one half (8.5) hours, including an unpaid, off-duty thirty (30) minute lunch break which will normally be scheduled by the Department Head. Normal working hours will be 7:00 a.m. until 3:30 p.m., Monday through Friday.

Section 6.5 **Normal Workday for Temporary and Part-time Employees.**
Working hours for temporary and part-time employees will be at the discretion of the Department Head and/or City Administrator.

Section 6.6 **Changes in Normal Work Cycle, Work Period and Workday.** The shifts, workdays, and hours to which employees are assigned shall be stated on the Departmental work schedule. Should it be necessary in the interest of efficient operations to establish schedules departing from the normal workday, work period or work cycle, the City will, when practicable, give at least twenty-four (24) hours notice of such changes to the individuals affected by such changes, emergency and weather-related conditions excepted.

Section 6.7 **Required Overtime.** The Department Head or his designee(s) shall have

the right to require overtime work. In non-emergency situations, the Department Head or his designee as a general rule shall take reasonable steps to obtain volunteers for overtime assignments before assigning required overtime work. However, volunteers will not necessarily be selected for work in progress. Also, specific employees may be selected for special assignments based upon specific skills, ability and experience they may possess.

Section 6.8 **Hours Worked over 8 per Day.** Hours that are worked over the regularly scheduled eight (8) hours per day shall be paid at the rate of one and one-half (1.5) times the employee's regular hourly rate of pay. When called to return to work while on off-duty, the employee will be paid a minimum of two (2) hours at the rate of one and one-half (1.5) times his regular hourly rate of pay.

Section 6.9 **Rest Periods.** If possible, each employee will be granted two (2) fifteen minute rest periods during each workday scheduled by the employer.

Section 6.10 **No Pyramiding.** There should be no pyramiding of overtime pay for the same hours worked.

ARTICLE VII

VACATIONS

Section 7.1 **Eligibility and Allowance.** Every employee shall be eligible for paid vacation time after the completion of one (1) year of continuous full-time employment with the City in a position covered by this Agreement. Employees shall start to earn vacation allowance as of their date of hire. For full-time employees, vacation allowances shall be earned monthly, based on the following schedule:

<u>Length of Completed Continuous Service</u>	<u>Number of Work Shifts Per Year</u>
1	5
2-6	10
7-14	15
15 or more	20

Employees shall earn vacation allowances for any month in which they receive compensation for more than one hundred twenty (120) hours of work. For purposes of this Section only, vacations shall be considered hours worked, but vacations are not to be considered as hours worked for overtime purposes.

Section 7.2 **Vacation Pay.** The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification on the payday

immediately preceding the employee's vacation.

Section 7.3 Accrual and Scheduling. The employee's anniversary date will be used for all vacation calculations. Vacation days will not accrue in such manner so as to be used prior to the employee's anniversary date. Scheduling of vacation days shall be mutually agreed upon by the employee and the Department Head and shall be awarded on a first requested, first approved basis. Employees who schedule three (3) or more consecutive days of vacation shall do so not later than the 15th day of the month preceding the month in which the vacation is to be taken. Vacation of less than three (3) days shall be scheduled at least seven (7) days in advance. In emergency situations, vacation schedules may be changed with the approval of the Department Head or City Administrator. All vacations earned must be taken by the employee prior to the employee's next anniversary date, except forty (40) hours of vacation may be carried over as of the employee's anniversary date. Any unused vacation in excess of forty (40) hours will be forfeited at the anniversary date.

Section 7.4 Minimum Length. Vacation cannot be taken for less than eight (8) hours except by approval of the City Administrator or his designee in his absence.

Section 7.5 Unused Vacation. Any unused vacation to which an employee is entitled will be calculated and paid by the City when termination occurs.

Section 7.6 Pay in Lieu of Vacation. No employee shall be entitled to vacation pay in lieu of vacation.

ARTICLE VIII

HOLIDAYS

Section 8.1 Holidays. Full-time employees shall be granted ten (10) paid holidays, to wit: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve and Christmas Day.

Section 8.2 Weekend Holidays. If a holiday falls on a Saturday, Friday will be observed as the holiday and Saturday will be treated as a regular weekend day. If a holiday falls on a Sunday, Monday will be observed as the holiday and Sunday will be treated as a regular weekend day. Under these specific circumstances, no overtime pay for hours worked on a Saturday or Sunday will be authorized or allowed unless the employee works more than forty (40) hours in the work cycle.

Section 8.3 Working on Holidays. If an employee is required to work all or part of any of the above listed holidays, he will have the following options: (1) take eight hours off and receive pay at the rate of time-and-one-half for actual hours worked on the holiday; (2) receive eight hours pay at straight time plus time-and-one-half for actual hours worked on the holiday.

Section 8.4 Holiday during Vacation. Any holiday occurring during an employee's vacation will not be considered part of the vacation.

ARTICLE IX

INSURANCE

Section 9.1 Coverage. The City will continue to make available to employees and their dependents group health and hospitalization insurance and life insurance and dental coverage as existed prior to the signing of this Agreement. The City reserves the right to change or offer alternative insurance carriers, health maintenance organizations, or benefit levels or to self-insure as it deems appropriate, so long as the new or alternative coverage and benefits are similar to those which they are replacing.

Section 9.2 Health Insurance Cost. The City will provide group hospitalization insurance for each full-time employee consisting of Comprehensive Major Medical, three hundred dollar (\$300) deductible per single, maximum two (2) deductibles per family and eighty/twenty percent (80/20%) coinsurance. The employee is responsible for deductible and/or coinsurance on eligible services up to a combined out-of-pocket maximum liability of three hundred dollars (\$300) per person or six hundred dollars (\$600) aggregate per family. The City will pay for any deductible and/or coinsurance on eligible services that exceeds the employee's out-of-pocket maximum liability of three hundred dollars (\$300) per person or six hundred dollars (\$600) per family.

Full-time employees desiring dependent group health and hospitalization insurance shall pay a percent of the cost of the premium for such coverage which is in excess of the cost for individual group health and hospitalization coverage as follows:

- Twenty two percent (22%) the first year (2005-2006)
- Twenty three percent (23%) the second year (2006-2007)
- Twenty four percent (24%) the third year (2007-2008)
- Twenty five percent (25%) the fourth year (2008-2009)
- Twenty six percent (26%) the fifth year (2009-2010)

The employee's portion of insurance premiums, if any, will be deducted bi-weekly from paychecks.

Section 9.3 Dental Insurance Cost. The City will continue to make available to full-time employees individual and dependent group dental insurance as specified in Section 9.1. The City will pay the full cost of dental coverage for each full-time employee and will continue to contribute twenty-five dollars (\$25) per month for family dental coverage. Employees desiring family dental insurance will be required to pay the monthly premium cost which is in excess of twenty five dollars (\$25) per month if any, and the employees' share of the premium cost for such coverage will be deducted bi-weekly from their paychecks.

Section 9.4 Life Insurance. The City shall provide, at no cost to the full-time employee, term life insurance coverage in the amount of thirty thousand dollars (\$30,000) plus thirty thousand dollars (\$30,000) accidental death and dismemberment coverage.

Section 9.5 Terms of Insurance Policies to Govern. The extent of coverage under the insurance policies (including HMO and self-insured plans) referred to in this Agreement shall be governed by the terms and conditions set forth in said policies or plans. Any questions or disputes thereunder shall be resolved in accordance with the terms and conditions set forth in said policies or plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of any insurance carrier(s) or plan administrator(s) to provide any benefit for which it has contracted or is obligated shall result in no liability to the City, nor shall such failure be considered a breach by the City of any obligation undertaken under this or any other agreement. Nothing in this Agreement shall be construed to relieve any insurance carrier(s) or plan administrator(s) from any liability it may have to the City, employee or beneficiary of any employee, and nothing in this Section 9.5 shall relieve the City of its obligation to provide coverages as specified in Section 9.1 and 9.4.

Section 9.6 IRC Section 125 Plan. The City will offer an IRC Section 125 Plan whereby employees will be able to pay for their share of dental, health and hospitalization insurance premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

ARTICLE X

WAGES

Section 10.1 Wage Schedule. The City will pay wages at the hourly rate schedule as provided below:

Step 1: New Employee to 6 months - - 90 percent of Base Wage

Step 2: 6 months to 12 months - - 95 percent of Base Wage

Step 3: Base Wage

Effective July 1, 2005

	<u>90%</u>	<u>95%</u>	<u>100%</u>
Accounting Clerk	\$16.16	\$17.06	\$17.96
Secretary/Clerical	\$13.06	\$13.78	\$14.51
Equipment Operator	\$16.16	\$17.06	\$17.96
Maintenance Coordinator	\$17.66	\$18.64	\$19.62
Wastewater Coordinator	\$17.66	\$18.64	\$19.62

Effective July 1, 2006

	<u>90%</u>	<u>95%</u>	<u>100%</u>
Accounting Clerk	\$16.65	\$17.58	\$18.50
Secretary/Clerical	\$13.46	\$14.20	\$14.95
Equipment Operator	\$16.65	\$17.58	\$18.50
Maintenance Coordinator	\$18.19	\$19.20	\$20.21
Wastewater Coordinator	\$18.19	\$19.20	\$20.21

Effective July 1, 2007

	<u>90%</u>	<u>95%</u>	<u>100%</u>
Accounting Clerk	\$17.15	\$18.11	\$19.06
Secretary/Clerical	\$13.86	\$14.63	\$15.40
Equipment Operator	\$17.15	\$18.11	\$19.06
Maintenance Coordinator	\$18.74	\$19.78	\$20.82
Wastewater Coordinator	\$18.74	\$19.78	\$20.82

Effective July 1, 2008

	<u>90%</u>	<u>95%</u>	<u>100%</u>
Accounting Clerk	\$17.67	\$18.65	\$19.63
Secretary/Clerical	\$14.27	\$15.07	\$15.86
Equipment Operator	\$17.67	\$18.65	\$19.63
Maintenance Coordinator	\$19.30	\$20.37	\$21.44
Wastewater Coordinator	\$19.30	\$20.37	\$21.44

Effective July 1, 2009

	<u>90%</u>	<u>95%</u>	<u>100%</u>
Accounting Clerk	\$18.15	\$19.16	\$20.17
Secretary/Clerical	\$14.67	\$15.49	\$16.30
Equipment Operator	\$18.15	\$19.16	\$20.17
Maintenance Coordinator	\$19.83	\$20.93	\$22.03
Wastewater Coordinator	\$19.83	\$20.93	\$22.03

Section 10.2 Certification Payment. If the State or the City requires an employee to obtain and/or maintain a state water or sewer certificate as a necessary condition of employment, the employee will be paid for such certification in addition to his regular wages according to the following schedule:

Water Operator Certification

Grade I	\$10.00 per month
Grade II	\$25.00 per month
Grade III	\$40.00 per month

Water Distribution Certification

Grade I	\$10.00 per month
Grade II	\$25.00 per month
Grade III	\$40.00 per month

Sewer Certification

Grade I	\$10.00 per month
Grade II	\$25.00 per month
Grade III	\$40.00 per month

The above monthly certification payments represent the total monthly amounts to be paid for the respective grade and are not cumulative payments. (For example, an employee required to have a Grade III certificate and possesses such certificate will receive \$40.00 per month in addition to his regular wages. He is not entitled to receive \$40 for the grade III, and also \$10 and \$25 for the

lower grades.)

The City will pay the fees required by the State of Iowa for Water and/or Sewer Certification for each employee whose duties require certification.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 11.1 **Definition - General Rules.**

A) The word "Grievance" wherever used in this agreement, shall mean any difference between the Employer and the Union or any employee with regard to the interpretation, application, or violations of any of the terms and provisions of this agreement.

B) Unless a grievance is appealed within the time limitation as hereinafter provided, the grievance shall have no further validity or effect. The failure of the City to respond within the time limits as hereinafter provided shall constitute a denial of the grievance which may then be appealed to the next step.

Section 11.2 **Procedure.** A grievance that may arise shall be processed and settled in the following manner:

Step 1 - The employee shall, within five (5) working days of the occurrence of the event giving rise to the grievance, present the grievance in writing to the Department Head on the form which is (Appendix B). The grievance shall contain a statement from the employee specifying why relief or remedy is desired. The Department Head shall investigate the grievance and meet informally with the grievant or his representative within five (5) days of receipt of the grievance to attempt an informal resolution. If no informal resolution is obtained, the Department Head shall then issue a decision in writing in a period of five (5) additional working days following the date of the informal meeting.

Step 2 - A grievance not settled by Step 1 may be appealed. The employee shall within five (5) working days after the written decision in step 1 is due, present the grievance in writing to the City Administrator or his designated representative in his absence who shall issue a decision thereon within a period of five (5) working days thereafter.

Step 3 - If the grievance is not settled in Step 2, it may be appealed to arbitration by the employee by written notice of a request for arbitration, submitted to the Employer within five (5) working days after the written decision on step 2 is due. Said written notice shall be signed by the employee and shall state the specific section of the agreement which is to be considered by the arbitrator and the specific relief requested. When a timely request has been made for arbitration, a representative of the Employer and the employee shall select a mutually agreeable

arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice the Public Employment Relations Board shall be requested by either or both parties to the parties designated representatives shall determine by lot the other of elimination and thereafter each shall, in that order alternately strike a name from the list, and the seventh and remaining person shall act as the arbitrator.

Section 11.3 Arbitrator. An arbitrator selected pursuant to the above provisions shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or determine fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no authority to substitute his discretion for that of the City in any matter reserved to the City by law or the terms of this agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer and the aggrieved employee. Awards may not be retroactively applied beyond the date of the occurrence giving rise to the grievance.

Section 11.4 Shared Costs. The City and the Union will share equally in joint costs of the arbitration procedure such as the fees, and expenses of the arbitrator and the costs of hearing room. Any other expenses shall be paid by the party incurring them.

Section 11.5 Employee Representation. Whenever an individual employee has a grievance as set out above, the employee may be represented by any person of his choosing.

Section 11.6 Other Agencies. If any employee or the Union files any claims of complaint in any forum or with any administrative agency other than utilizing the grievance procedure heretofore set out, the City shall not be required to process the same claim or set of facts through the aforesaid grievance procedure and the filing of said complaint shall be an absolute bar to the employee or Union utilizing said grievance procedure. The foregoing shall not apply to Civil Service Procedures if in effect in the City of West Burlington, Iowa.

ARTICLE XII

DUES CHECK -OFF

Section 12.1 Dues Check-Off The Employer agrees to deduct Union membership dues from the pay of those employees who individually request in writing that such dues deductions be made. Check off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the Secretary/Treasurer of the International Union by the 1st of the succeeding month.

Section 12.3 Revocation. The Employer will discontinue to deduct dues, fees, and assessments beginning the first of the month after which the employee is no longer a part of the bargaining unit. An employee may voluntarily cancel or revoke authorization for check-off upon

thirty (30) days written notice to the Employer and to the Union.

Section 12.4 Union Indemnification. The Employer will not be liable for damages arising by virtue of mistakes in connection with funds collected under the provisions of this Article. The Union agrees to indemnify and hold harmless the Employer, Mayor, each Council Member, City Administrator, City Clerk and all other supervisory personnel against any and all claims, losses, lawsuits, causes of action, expenses and costs arising out of directly or indirectly the Employer's performance of its obligation for dues deduction under this Article. If an improper deduction is made, the Union shall refund directly to the employee(s) any such amount.

ARTICLE XIII

SENIORITY, LAYOFF AND RECALL

Section 13.1 Definition of Seniority. The term "seniority" shall mean length of employment and shall be determined by the date of employment by the City.

Section 13.2 Seniority - Probationary Employees. There shall be no seniority among probationary employees, except for vacation purposes. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to his last date of hire with the City in a position covered by this Agreement.

Section 13.3 Recall from Layoff. Employees who are laid off shall be placed on a recall list for a period of twelve (12) months. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided that they are fully qualified to perform the work to which they are recalled.

Employees who are eligible for recall shall be given seventeen (17) calendar days' notice of recall (with the first of the seventeen days being the date the notice to the employee is postmarked). The notice of recall shall be sent to the employee by certified mail with a copy similarly mailed or personally delivered to the Union's Secretary/Treasurer, provided that the employee must notify the Department Head or his designee of his intention to return to work within three (3) days after receiving the notice of recall. The City shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of each employee to provide the Department Head or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice his name shall be removed from the recall list. If the City has not heard from the employee within ten (10) calendar days of mailing a properly addressed notice of recall, the employee's name shall be removed from the recall list.

Section 13.4 Termination of Seniority. Seniority for all purposes and the employment relationship shall be terminated if the employee:

- (a) quits;
- (b) is discharged;
- (c) retires or is retired;
- (d) falsifies the reason for a leave of absence or is found to be working during a leave of absence;
- (e) fails to report to work at the conclusion of an authorized leave of absence, layoff or vacation;
- (f) is laid off and fails to respond to a notice of recall within three (3) calendar days after receiving notice of recall or to report for work at the time prescribed in the notice of recall or otherwise does not timely respond to a notice of recall as provided in Section 13.3 of this Agreement;
- (g) is laid off or otherwise does not perform bargaining unit work for the City for a period in excess of twelve (12) months; or
- (h) is absent for two (2) consecutive working days without notification to or authorization from the City.

ARTICLE XIV

SCHOOLING

Section 14.1 Basic Training Course. The City will pay for the tuition of a basic training course(s) to obtain Grade I Water or Sewer Certificates for employees who are required by the City to possess such certificates. The City will allow the employee time-off with pay if such training courses are scheduled during the employee's normal workday and if scheduling and workload permit. However, any time spent in such training classes (or in studying for such classes) outside of the employee's normal workday shall not be considered time worked and the employee shall not be entitled to any compensation. The City reserves the right to select the courses for which it will pay. However, failure to participate in training courses provided by the City will necessitate the employee making his own arrangements for schooling. This Section does not apply to an operator who has lost his certificate by failing to meet continuing education requirements.

Section 14.2 Continuing Training Courses. The City will provide tuition for continuing education courses which are approved by the City and it considers necessary for an operator to maintain his certificate. Some employees may be granted time off with pay to attend training course if scheduling and workload permit. However, no employee is guaranteed time off and failure to receive time off does not alleviate the responsibility of each employee to maintain his certificate. Any time spent in such training classes (or in studying for such classes) outside of the employee's normal workday shall not be considered time worked and the employee shall not be entitled to any compensation. Failure to participate in training courses provided by the City will necessitate the employee making his own arrangements for schooling.

Section 14.3 Meals and Lodging. When the City requires that the employee participate in a particular training or continuing education course, the City will reimburse the employee for such meals and lodging as it considers necessary to allow employee attendance. Employees may be reimbursed for meal expenses up to thirty dollars (\$30) per day. It is expressly understood that employees who participate in training programs provided by the Southeast Area Iowa Safety and Support are not entitled to meal reimbursement.

ARTICLE XV

GENERAL PROVISIONS

Section 15.1 Fitness Examinations. If there is any question concerning an employee's fitness for duty, or fitness to return to duty following a layoff or leave of absence, the City may require that the employee be examined by a qualified and licensed physician or other appropriate medical professional selected by the City. The City may also require any or all employees to take a complete physical exam as often as once per year. If the City requires an employee to submit to an examination by a physician designated by the City, the City will pay the medical expenses to the extent they are not covered by insurance.

Section 15.2 Drug Testing. A drug test shall be defined as any blood, urine, saliva chemical or skin test conducted for the purpose of detecting the presence of a chemical substance in the employee.

No employee will be under the influence of alcohol or a controlled substance at any time such employee is acting in the course and scope of his employment. In the event an employee is under the influence of alcohol or a controlled substance while acting in the course and scope of his employment, the employee shall be subject to disciplinary measures.

The employer shall require that an employee submit to a drug test if the employer has probable cause to believe that the employee's faculties are impaired on the job and the employee is in a position where such impairment presents a danger to the safety of the employee or others.

Any drug test performed upon an employee shall be analyzed by a laboratory or testing

facility which is approved under the rules adopted by the Department of Public Health. If the employer requires that an employee submit to a drug test and the results of such test indicate the presence of alcohol or a controlled substance, a second test using an alternative mode of analysis shall be conducted. When possible, the second test shall use a portion of the same sample withdrawn from the employee for use in the first test.

The employee shall be given a reasonable opportunity to rebut or explain the results of a positive drug test. The first time an employee drug test indicates the presence of alcohol or a controlled substance, the employer shall provide substance abuse evaluation and treatment if such treatment is recommended by the evaluation. The costs of evaluation and treatment, if necessary, shall be paid by the employee health insurance plan provided by the employer for the first time an employee's drug test indicates the presence of alcohol or a controlled substance.

The employer shall take no disciplinary action against an employee due to the employee's drug involvement the first time the employee's drug test indicates the presence of alcohol or a controlled substance if the employee undergoes substance abuse evaluation and the employee successfully completes substance abuse treatment if such treatment is recommended by the evaluation. However, if an employee fails to undergo substance abuse evaluation when required due to a positive drug test, the employee may be discharged. Similarly, if the employee fails to successfully complete substance abuse treatment when such treatment is recommended by an evaluation the employee may be discharged. The substance abuse evaluation and treatment provided by the employer shall take place under a program approved by the Department of Public Health.

Section 15.3 Gender. Unless the context in which they are used clearly requires otherwise, words used in this Agreement denoting gender shall be deemed to refer to both the masculine and feminine.

Section 15.4 Commercial Driver's License Reimbursement. The City may require employees to obtain and maintain valid "Class B" commercial drivers licenses (with safety endorsements) as a condition of employment. The City will reimburse employees who are required to obtain or renew such licenses for the portion of the "Class B" license fee in excess of the fee for "Class C" driver's licenses.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Savings Clause. Should any article, section or clause of this Agreement be declared invalid or illegal, such invalidity or illegality shall not affect any remaining article, section or clause not so adjudged and said remaining provisions shall remain in full force and effect.

Section 16.2 **Entire Agreement/Finality.** This Agreement supersedes all previous Agreements between the Employer and the Union or any members thereof and unless expressly stated to the contrary herein constitutes the entire Agreement between the parties and concludes collective bargaining for its term. Past practices shall not constitute a part of this Agreement, unless expressly stated to the contrary herein, and any subsequent or supplemental Agreements must be reduced to writing and executed by both parties to be effective. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, unless expressly stated to the contrary herein, the Employer and the Union for the term of this Agreement each voluntarily and unqualifiedly waive any right which might otherwise exist under law to renegotiate over any matter contained herein during the term of this Agreement. It is expressly agreed that the City may unilaterally exercise any management rights consistent with this Agreement and the Iowa Public Employment Relations Act even though the exercise of such rights may involve subjects or matters not referred to or covered in this Agreement.

Section 16.3 **Termination Effect.** Upon the termination of this Agreement, all benefits and obligations hereunder shall be terminated and shall not survive the Agreement.

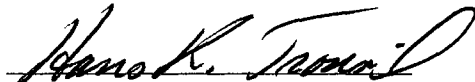
ARTICLE XVIII

DURATION

This Agreement shall be effective as of the 1st day of July 2005 and shall remain in effect through June 30, 2010.

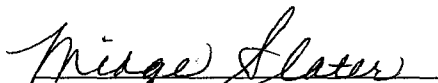
In witness whereof, the parties hereto have caused this Agreement to be executed by their authorized representatives this 10th day of March, 2005.

City of West Burlington, Iowa

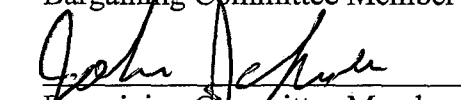

Mayor


City Administrator

Communications Workers of America


CWA Representative


Bargaining Committee Member


Bargaining Committee Member

APPENDIX "A"

CLOTHING ISSUE - PUBLIC WORKS EMPLOYEE

Shirts	6
Trousers	6
Winter Coat	1
Coveralls	1
Rain Gear	1
Chest Waders	1

APPENDIX "B"
FORM - GRIEVANCE REPORT

City of West Burlington, Iowa

Date Filed

Name of Aggrieved Person

Step 1

A. Date Violation Occurred: _____

B. Section(s) of Contract Violated: _____

C. Statement of Grievance: _____

D. Relief Sought: _____

Signature

Date

E. Disposition – Employer or his Representative: _____

Signature of Employer or his Representative

Date

Step 2

A. _____
Signature of Aggrieved Person

Date Received by City Administer

B. Disposition of City Administrator: _____

Signature of City Administrator or his Representative

Date

Step 3

REQUEST FOR ARBITRATION

A. _____
Signature of Aggrieved Person Signature of Employee Representative

B. _____
Date Submitted to Arbitration

C. Disposition and Award of Arbitration: _____

Signature of Arbitrator

Date

**Letter of Understanding
Between the City of West Burlington, Iowa
And the Communications Workers of America**

This "side letter" agreement is between the City of West Burlington (City), Iowa and the Communications Workers of America (CWA) and supplements the collective bargaining agreement between the parties.

The City and CWA agree to remove Judy Cousins from the collective bargaining unit as Judy is a secretary to a department head (Chief of Police) and is exempt from the bargaining unit under Iowa law.

The City and CWA further agree to remove Kelly Fry from the collective bargaining unit as Kelly often acts as a confidential employee, personal secretary to the City Administrator, and as assistant to the Planning and Zoning commission. In addition, Kelly works in close proximity to and in a close, continuing working relationship with several public officers associated with negotiating on behalf of the public employer. Once a member of the management team, Kelly's role will continue to grow.

By agreeing to the above terms, the parties are merely removing the employee from the bargaining unit. Article I shall not be amended to remove the Secretary/Clerical personnel position from the bargaining unit.

This "side letter" agreement is effective July, 1 2002, and continues in force and effect until modified by mutual agreement of the parties.

CITY OF WEST BURLINGTON

COMMUNICATIONS WORKERS OF AMERICA

Mayor

CWA Representative

LETTER OF AGREEMENT

The purpose of this letter is to confirm a side agreement between the Communications Workers of America and the City of West Burlington, Iowa, regarding the provision of health insurance and dental insurance benefits to certain city employees covered under the existing collective bargaining agreement covering public works department and office personnel.

It is agreed that when two full-time city employees are married to each other, said employees may elect to be covered under either employee's department group health and hospitalization and dependent group dental insurance plan. In this event, the City shall not provide individual coverage to his/her spouse and shall waive his/her contribution for such dependent group coverages up to the amount of the cost for individual group coverages.

This side letter agreement becomes effective July 1, 1999

CITY OF WEST BURLINGTON, IOWA

COMMUNICATIONS WORKERS OF
AMERICA

By _____
Hans K. Trousil, Mayor

By _____
Midge Slater, CWA Representative

Attest:

By _____
City Administrator